



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Region Two	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	Comax LC		LEGAL STATUS OF CONTRACTOR
Name			<input type="checkbox"/> Sole Proprietor
8201 South State #2B			<input type="checkbox"/> Non-Profit Corporation
Address			<input checked="" type="checkbox"/> For-Profit Corporation
Midvale	UT	84047-4502	<input type="checkbox"/> Partnership
City	State	Zip Code	<input type="checkbox"/> Government Agency
Spencer Cottam	(801)	565-0927	
Contact Person		Phone Number	
760209007	91857A		
Federal ID#	Vendor Number	Commodity Code(s)	
		76543000000	

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with removal of existing pavement markings @ \$.295 per linear foot.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF4037,  
Requisition # 810 46000000038, FY 2004.

4. CONTRACT PERIOD: Effective date 09/19/03. Termination date 09/19/04, unless terminated early or  
extended in accordance with the terms of this contract. Renewal Options (if any) (3) Three -  
one year

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$999,999,999.99 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF4037 dated 09/15/03.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR  
SEE ATTACHED

Contractor's Signature  
SPENCER COTTAM

Contractor's Name  
PRESIDENT

Title

STATE OF UTAH

David K. Miles, Operations Engineer

Director, Division of Purchasing

Director, Division of Finance

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

JUN 17 2005

ENT'D FEB 23 2005

## MAIL TO:

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

## Invitation to Bid



Solicitation Number: RF4037

Due Date: 09/16/03 @ 2:00 P.M.

Date Sent: August 29, 2003

Goods and services to be

**PROVIDE REMOVAL OF EXISTING PAVEMENT MARKINGS**

**Please complete**

Company Name <b>COMAX LC</b>		Federal Tax Identification Number <b>76-0209007</b>	
Ordering Address <b>8201 South State #2B</b>		City <b>Midvale</b>	State <b>Ut</b>
Remittance Address (if different from ordering address)		City	Zip Code <b>84047</b>
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <b>Spencer Cottam</b>	
Telephone Number (include area code) <b>(801) 565-0927</b>		Fax Number (include area code) <b>(801) 858-5708</b>	
Company's Internet Web Address <b>contractrobotics.com</b>		Email Address <b>Sales@contractrobotics.com</b>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <b>1 1/2% - 30 days</b>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>none</b>	
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature <b>Spencer Cottam</b>		Date <b>Sept. 15, 2003</b>	
Type or Print Name <b>Spencer Cottam</b>		Position or Title <b>President</b>	

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

## **ATTACHMENT B: SCOPE OF WORK**

### **PAVEMENT MARKING REMOVAL**

#### **GENERAL:**

- 1.1 This item shall consist of removing existing pavement markings in lengths exceeding 6000 lineal feet per occurrence within UDOT, Region Two. The Contractor shall schedule and coordinate the removal operations with the Region Two Pavement Markings Supervisor prior to the start of any work. The Supervisor will determine the limits of pavement marking removal.
- 1.2 This contract shall be on a as needed basis. No subcontractor shall be permitted on this contract.

#### **EQUIPMENT:**

- 2.1 Equipment, tools and machinery to be used in the work shall be in safe and satisfactory operational condition at all times.
- 2.2 Equipment capable of removing 5280 feet of four-inch line per hour. Multiple milling heads. Capable of maintaining 1/16" of pavement surface or less groove. With minimal scarring of the road surface.
- 2.3 Equipment must have a self contained vacuum system that cleans all dust and debris in conjunction with the removal operation.
- 2.4 Equipment used must have multiple milling heads that float and conform to the existing surface and have the capability to move laterally as needed.

#### **EXECUTION:**

- 3.1 Remove 100% of all existing markings that do not comply with the new striping layout.
- 3.2 Pavement markings shall be removed from indicated areas by methods acceptable to the Supervisor that cause negligible damage to existing pavements, surface texture, or other appurtenances as determined by the Supervisor. Any damage to existing pavements, surface texture, or other appurtenances as determined by the Supervisor. The Contractor shall repair at his expense any damage to the pavement, surface texture, sealant or appurtenances caused by the removal work.

## **ATTACHMENT B: SCOPE OF WORK**

### **PAVEMENT MARKING REMOVAL**

#### **EXECUTION CONT.:**

- 3.3 Sand, water, residue and other waste material that may be deposited on the pavement as a result of removal operations shall be removed as the work progresses. Obtain the approval of residue removal and disposal method from the Supervisor prior to beginning work. Accumulations of residue or other waste materials that interfere with drainage or constitute a hazard to traffic will not be permitted.
- 3.4 Prior to the start of work, remove pavement markings on designated test areas not less than 100 lineal feet in size. Use approved procedures and equipment needed to achieve the required degree of marking removal. The test sections will be inspected and approved by the Supervisor before any further removal work will be allowed.

#### **METHOD OF MEASUREMENT:**

- 4.1 The quantity of pavement marking removal to be paid for shall be the number of lineal feet of four inch line designated as pavement markings removed in accordance with the specifications, complete and accepted by the Supervisor.
- 4.2 There shall be no separate measurement or payment for clean up of waste material. All costs for this work shall be considered incidental and shall be included in the contract unit prices for removal.

#### **TRAFFIC CONTROL:**

- 5.1 Traffic control will be provided by UDOT.

## **ATTACHMENT C: SPECIAL TERMS AND CONDITIONS**

1. **CONTRACT PURCHASE:** This is a requirements contract to provide the State with pavement marking removal for a period of one (1) year with three (3) one year renewal options.
2. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
3. **QUANTITY OR AMOUNT ESTIMATES:** Quantities have been estimated for bidding purposes and are not to be construed as a guarantee to purchase any service or specific amount.
4. **PRICING;** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of one (1) year.

**ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.**

5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

**ATTACHMENT C: SPECIAL TERMS AND CONDITIONS**

6. **INVOICING:** THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

The Contractor shall submit invoices to the Utah Department of Transportation, Accounts Payable, 4501 South 2700 West, Salt Lake City, Utah 84119.

7. **NON-ASSIGNMENT:** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
8. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.